

Notices to Consignees.

NOTICE.
CONSIGNEES of Cargo per M. L. Company's S. S. "Cambodge," are requested to send in their Bills of Lading for countersignature, and to take immediate delivery of their Goods before the 6th instant, or they will be landed and stored at their risk and expense.

C. BERTRAND, Principal Agent.
Hongkong, February 5, 1868.

"SOPHIE" FROM LONDON.
CONSIGNEES of Cargo by the above vessel are requested to send in their Bills of Lading for countersignature, and take immediate delivery of their Goods. Cargo impeding discharge will be landed and stored at Consignees' risk and expense.

BIRLEY & Co.
Hongkong, January 28, 1868.

"VIRGEN DEL CARMEN" FROM MANILA.
CONSIGNEES of Cargo by the above named Vessel, will please send in their Bills of Lading for countersignature, and take immediate delivery of their Goods. Cargo impeding the discharge of the Vessel will be landed and stored at the risk and expense of the Consignees.

AUGUSTINE HEARD & Co.
Hongkong, December 10, 1867.

Notices of Firms.

NOTICE.
THE Interest and Responsibility of Mr. A. D. MITCHELL in our Firm, ceased on the 31st day of December, 1867.

A. FERGUSON & Co.
Hongkong, January 3, 1868.

NOTICE.
FROM and after this date Mr. GEORGE F. BOWMAN will act as AGENT of the "PACIFIC MAIL" Steamship Company at this Port.

S. L. PHELPS, Agent.
Hongkong, August 15, 1867.

NOTICE.
THE Interest and Responsibility of Mr. A. FERGUSON in our Firm, ceased on the 1st day of November, 1867.

A. FERGUSON & Co.
Hongkong, January 3, 1868.

THE Business will be henceforth carried on under the same Name by the Undersigned.

A. D. MITCHELL,
J. D. MYERS, and
HENRY FEHR.
Hongkong, December 16, 1867. de 16-68

DURING the absence of Mr. J. H. LAM from the Colony, Mr. T. OUSLEY is authorized to sign our firm per procuration.

LADD & Co.
Hongkong, January 10, 1868.

MR. THOMAS PYKE has this day been admitted a Partner in our Firm.

BIRLEY & Co.
Hongkong, January 2, 1868.

NOTICE.
I HAVE established myself in business as Merchant and Commission Agent, under the style of FIRM of KHAKKE MAHOMED & Co.

KHAKKE MAHOMED KUTCHRA.
Hongkong, February 1, 1868. mar 2

NOTICE.
DURING the absence of Mr. SHERIFF & Co. from the Colony, Mr. KHAKKE MAHOMED KUTCHRA is authorized to sign our firm per procuration.

SHERIFF & Co.
Hongkong, February 1, 1868. mar 2

NOTICE.
THE Interest and Responsibility of Mr. SHERIFF & Co. in our Firm, ceased on the 31st day of December, 1867.

SHERIFF & Co.
Hongkong, February 1, 1868. mar 2

NOTICE.
MESSRS. H. P. M. WACHTEL and H. ALBRECHT, OUTFITTERS, ceased to be Partners in our Firm, since the 31st day of December, 1867.

GAYMANS & Co.
Nagasaki, January 1, 1868. 1mar

NOTICE.
THE Interest and Responsibility of Mr. W. C. VAN OOSTER in our Firm, ceased on the 1st day of January, 1868.

POSMAAN & Co.
Hongkong, November 19, 1867.

I have this day established myself as a General Commission Merchant under the style of FIRM of VAN OORDT & Co.

W. C. VAN OORDT.
Yokohama, October 24, 1867. 10

NOTICE.
THE Interest and Responsibility of Mr. W. A. STRICKLAND in our Firm, ceased yesterday by lapse of time.

BOYD & Co.
Amoy, January 1, 1868. 1ap

NOTICE.
THE Partnership hitherto existing between DOMINGO DE ROZARIO, ALEXANDRE MARCAL, JR., and ANTONIO DOS SANTOS in the Printing Office at Foochow, was dissolved on the 12th November, 1867.

ROZARIO & Co.
Foochow, November 16, 1867. 20

WITH reference to the above, the Business hitherto carried on by Messrs. ROZARIO & Co. as Printers at Foochow, will be conducted by the Undersigned, who have this day established themselves as Printers under the Firm of ROZARIO, MARCAL & Co.

ALEXANDRE MARCAL, JR.
Foochow, November 16, 1867. 20

NOTICE.
MR. RYLE HOLME has been admitted a Partner in our Firm.

GLOVER & Co.
Nagasaki, January 1, 1868.

NOTICE.
We have authorized Mr. CLARA BUDOS to sign our Firm from this date.

DREYER & Co.
Hongkong, January 1, 1868.

Notices of Firms.

NOTICE.
FROM and after this date, Captain J. C. SAUNDERS will undertake the Business of my Marine Surveying at this Port.

H. J. DRING, Marine Surveyor.
Foochow, August 1, 1867. 1f

NOTICE.
WITH reference to the above, the Business hitherto carried on by H. J. DRING, Esq., at Foochow will be conducted by the Undersigned.

J. C. SAUNDERS, Esq.,
Chop Min, Pagoda Anchorage, Foochow.

NOTICE.
AS my Engagement ceases in May next, all outstanding Accounts for the past Two Years must be sent in immediately for payment.

MARY HASTELAND RANDLE, Superintendent.
Hongkong, January 2, 1868. 16my

NOTICE.
I HAVE this day established myself in Business as a Commission Agent at Kobe (Hogo) and Osaka.

WALTER MOURILYAN.
Kobe, January 1, 1868. 3mar

NOTICE.
THE Interest and Responsibility of Mr. F. KUMMERMAIER in our Firm, ceased on the 31st day of December, 1867.

SANDER & Co.
Hongkong, February 1, 1868.

NOTICE.
MR. SIDNEY DEACON is authorized to sign our Firm per procuration from this date.

DEACON & Co.
Canton, February 1, 1868.

NOTICE.
I hereby give notice that the Interest and Responsibility of the late Mr. C. JAMESON in our Firm, ceased on the 30th September last.

The Business will in future be carried on by Mr. Z. BARTON under the Name or Style of JAMESON & BARTON, as heretofore.

JAMESON & BARTON.
Hongkong, January 2, 1868. 2ap

NOTICE.
THE Undersigned having disposed of their Business as Shipwrights, do to Messrs. J. McDONALD & Co., and being about to leave the Colony, request all parties having any CLAIMS against them to send them in for payment on or before the 10th instant, and all parties INDEBTED to the Firm are requested to make immediate Payment.

ROSS THOMPSON & Co.
Spring Gardens, February 1, 1868.

NOTICE.
DEFERRING to the above, we beg to inform the Public that we have taken over the Business of Messrs. ROSS THOMPSON & Co., and trust by strict attention to Business to merit the patronage of the Community.

J. McDONALD & Co.
Hongkong, February 1, 1868. 2mar

FRANK & ROBERTS,
General & Commission Agents.

NAGASAKI.

NOTICE.
I HAVE established myself at this port as General Commission Merchant, under the Style and Firm of GIFFORD F. PARKER & Co.

GIFFORD FORBES PARKER.
Saigon, December 20, 1867.

NOTICE.
MY Business, as Ship and Insurance Broker, Commission Agent, &c. hitherto carried on by myself, will henceforward be conducted under the style of FIRM of J. S. HOOK, Son & Co.

J. S. HOOK.
Hongkong, September 23, 1867.

HOUSES AND LANDS.
TO LET.
FURNISHED or unfurnished OFFICES in BANK BUILDINGS, immediately opposite the Hotel Company's Premises.

For particulars, apply to
CHARLES RIVINGTON,
At Messrs. LANDSTEIN & Co.'s Office,
Stanley Street.

Hongkong, January 1, 1868.

TO LET.
THE PREMISES situated at Fidler's Wharf, lately occupied by Messrs. AUGUSTINE HEARD & Co. Possession can be taken on the 1st of January 1868.

For further particulars, apply to
THOS. HUNT & Co.
Hongkong, December 30, 1867.

TO LET.
WO HOUSES on Carlton Terrace, Spring Gardens, with or without Godowns, rent moderate.

Apply to
LAMBERT, ATKINSON & Co.
Hongkong, 5th September, 1867.

TO LET.
OUR Large ROOMS on Second Floor above the Office of the Undersigned, 44, Queen's Road, at present occupied by Messrs. C. HOOK & Co. Possession can be taken on the 1st of January, 1868.

For Terms, &c., apply to
G. DUBOST & Co.
Hongkong, November 6, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

TO LET.
THE extensive and eligible PREMISES, Corner of Hollywood Road and Shelley Street, lately in the occupation of H. M. Government.

Apply to
DAVID SASSOON, SONS & Co.
Hongkong, September 4, 1867.

Insurances.

ALBERT LIFE ASSURANCE COMPANY.
ESTABLISHED 1866.
CAPITAL, £500,000.
Managing Agents in China, — Messrs. AUGUSTINE HEARD & Co., Hongkong, Medical Referee, — J. IVON MURRAY, Esq., M.D.

THE Undersigned having been appointed Managing Agents for the above Company are prepared to accept risks and issue Policies on Life Assurances.

For further particulars, forms of proposals, &c., apply to
AUGUSTINE HEARD & Co.,
Managing Agents in China,
Hongkong, June, 1867.

JOHAN MARINE INSURANCE COMPANY.
LONDON.
Incorporated 1869.

CAPITAL, —£1,000,000.
THE Undersigned having been appointed Agents for the above Company are prepared to accept Marine risks and issue Policies at current rates.

AUGUSTINE HEARD & Co.
Hongkong, June 6, 1867.

HONGKONG FIRE INSURANCE COMPANY.
THE following Reduced Rates will be charged in future for Short period Insurances, viz.:

One month, 10 per cent.
Three months, 20
Six months, 30
JARDINE, MATHESON & Co.,
General Managers, Hongkong Fire Insurance Company.
Hongkong, August 6, 1866.

THE QUEEN INSURANCE COMPANY.
CAPITAL, —TWO MILLION STERLING.
THE Undersigned having been appointed Agents for the above named Company are prepared to grant Policies against Fire, either at this Port, or at Macao, Canton or Whampoa, to the extent of £15,000, in any one Risk upon Buildings or Merchandise, on the usual terms.

HOLLIDAY, WISE & Co.
Hongkong, June 8, 1867.

THE LONDON ASSURANCE CORPORATION.
THE Undersigned having been appointed Agents of the above Corporation are prepared to grant Fire and Marine Insurance on the usual terms.

HOLLIDAY, WISE & Co.
Hongkong, December 26, 1867.

Auctions.

PUBLIC AUCTION.
LANE, CRAWFORD & Co. have received instructions to sell the following GOODS by Public Auction, at their Sale Rooms, Queen's Road, on

WEDNESDAY,
13th February, 1868, at Noon, namely:

Plain Prints in Maple Wood Frames, Coloured Do, do, do.

A large assortment of very handsome China Vases (European-made) and Alabaster.

LEATHER GOODS, comprising: Ladies' Companions and Reticules, etc. etc.

Japanned Trays, Bread Plates, Clocks, etc. etc.

TERMS OF SALE.—Cash before delivery in Mexican Dollars weighed at 7.1.7. All lots with all faults and errors of description to be at purchaser's risk on the fall of the hammer.

Hongkong, February 6, 1868. 12fo

New Advertisements.

THE following cases have been landed and stored at the risk and expense of the Consignees, who are requested to take immediate delivery.

Ex "Alpha," 7th September, 1867.
H. M. & Co. 1 Case Sundries.

Ex "Tigre," 6th December, 1867.
H. M. & Co. 1 Case Sundries.

Ex "Domino," 7th January, 1868.
G in diamond, 1 Case Watches.

Ex "Cambodge," 6th February, 1868.
L F 1702 1 Case Rifles.

MB 165/7 5 Cases Sundries.

Y 10 1 Case Sundries.

Y 38 1 Case Sundries.

EMA 1 Case Sundries.

TM 25 Packages Cane.

25 Bales Horse.

21 Case Caping.

HK 10 Cheats Opium.

H 11/6 2 Cases Pictures.

RG 1/2 1 Case Hammer.

Margesson 1 Case Boots.

de Grassy 1 Case Straps.

CR-4 1 Case Rifles.

MX-201 1 Case Rifles.

Capt G. W. Thompson 1 Case

A.D.C.

C. BERTRAND, Principal Agent,
227 Hongkong, 7th February, 1868.

"AVON" FROM LONDON.
CONSIGNEES of Cargo by the above named Vessel are requested to send in their Bills of Lading to the Undersigned for countersignature and take immediate delivery of their Goods.

Cargo impeding the discharge of this vessel will be landed and stored at consignees' risk and expense.

GILMAN & Co.,
Agents ship "Avon."

WANTED ON BOTTOMRY.
OR thereabout, on Hull, Car and Freight of the Prussian Schooner ZWET GEBRUDER, Captain Ass. for the voyage hence to Yokohama.

For particulars, please address
Wm. PUSTAU & Co.
Hongkong, February 5, 1868. 8fo

New Advertisements.

GRAY ARAB HORSE FOR SALE.
FOURTEEN Hands and upwards, quiet to ride or drive, and carries a Lady well; age under 7 years. Price very moderate.

Apply by Letter to "X. Y." Office of this Paper.
Hongkong, February 4, 1868.

ORIENTAL BOWLING ALLEYS.
Entrance—Wellington Street.

DAVID BROWN.
(LATE MANAGER OF THE ALHAMBRA HOTEL.)
BEGS to inform his Friends and the Public that he has opened the above Bar and Bowling Alley, and trusts by strict attention to Business, and the comfort of visitors, to merit a share of their patronage.

Good Fancy Drinks of every Description.

N.B.—The above named will not be responsible for any DEBTS contracted by the late Proprietors.
Hongkong, February 1, 1868.

HONGKONG INSURANCE COMPANY, (MARINE).
NOTICE is hereby given that the Annual General MEETING of the Shareholders of the Hongkong Insurance Company will be held at the Office of the Undersigned in the Queen's Road, on SATURDAY, the 8th February, at half-past Two P.M.

JARDINE, MATHESON & Co.,
Secretaries Hongkong Insurance Co.
Hongkong, February 1, 1868. 8fo

HONGKONG CLUB.
THE Annual General Meeting of Members of the Hongkong Club will be held at the Club House, on WEDNESDAY, the 12th February, at half-past 5 P.M.

By order of the General Committee,
GEORGE B. AYLMOORE,
Secretary.

Hongkong Club,
4th February, 1868. 12fo

W. P. MOORE.
RETURNS his sincere thanks to the Public in general for their generous patronage of late, and feels quite proud that his humble efforts are so highly appreciated. He is ever to be found at the old Stand, Corner of Peel Street and Queen's Road, where he will hold himself in readiness to serve any Gentlemen who may feel the necessity of having any tonorial operations performed.

Shaving, 25 cents.
Hair Cutting, 60
Shampooing, 60
Nothing but pure Vegetable Shampoo used in this Establishment, and its invigorates and beautifies the Hair.

Particular attention paid to setting Razors.

Hongkong, February 4, 1868. 4ap

THE Undersigned is ready to receive Tenders for the CONVEYANCE of the undermentioned Stores to Yokohama:—

PORTER, 150 Hogsheads.

LIME JUICE, 60 boxes.

ALF. H. PRICE,
Naval & Merchandise Storekeeper,
H. M. Naval Yard,
Hongkong, December 14, 1867.

FOR SALE.
A FEW cases of very superior SHERRY, just received ex "Chained Queen."

H. Superior Amontillado SHERRY, V.S.A. in 3 doz. cases.

H. Superior Oloroso SHERRY in 3 S.O.S. doz. cases.

H. Extra Superfine SHERRY in 2 S.S.S. doz. cases.

H. Quarter-casks (cased) Superior S.O.S. Oloroso SHERRY.

Apply to
GIBB, LIVINGSTON & Co.
Hongkong, January 27, 1868.

FOR SALE.
COPPER SHEATHING, from 16 to 28. Oz. with NAILS.

THOS. HUNT & Co.
Hongkong, January 24, 1868. 24fo

FOR SALE.
IRON Water TANKS, of 400 gallons each. Apply to
REYNOLDS BROTHERS & Co.
Hongkong, February 3, 1868.

FOR SALE.
150 CASES Martini's Atomic BITTERS, superior quality.

100 CASES PORT.

MULLER & CLAUSSEN.
Hongkong, January 13, 1868.

JUST RECEIVED PER "ALBERT" VICTOR.
(Direct from London.)

ESSER & CLARET in cases one dozen each.

CHATEAUM RG UX, \$15.

CHATEAU LEONVILLE, \$13.

CHATEAU D'ISLAN, \$9.

Breakfast CLARET, \$4.

G. DUBOST & Co.
Hongkong, January 31, 1868. mar 2

ROOFING AND SHEATHING FELT.
ONST NLY on hand for Sale by the Undersigned.

ROZARIO & Co.
Hongkong, January 20, 1868.

FOR SALE.
V. S. D. S. } Very Superior DRY SHERRY in 2 doz. cases.

R. W. W. } Superior DRY SHERRY S. P. S. in 2 doz. cases.

Just received ex "THE TWEEDE."

RESPONDENTS.
Up to all who wish to
in legible manner, and
address to this paper
by the name of the
party for publication, but as
if faith.

EATERS.
D. New York, U. S. of
August last, after a long
of two years and six
Wm. R. Brinkley, Senior,
2nd inst. Eva Elorog,
Griffin Stack, Esq.,
H. Hongkong.

THE CHINA MAIL.
FRIDAY, FEB. 7, 1868.

COURT.

THE CHIEF JUSTICE and
Jury.

1868.

EX A. WHESTER.

of taken by the Colonial
of the Trustees of Mrs.
of an original lease of
Harbour, to try the
between the Marine Lot
owners as to the payment
the Praya. The Attorney
by the Crown, and Mr
Whester, instructed by Mr
on behalf of the defend-

ent. If his Lordship would
in account of the arrival
said that, if the At-
torney, he would do so,
moral said that he would
the hands of his Lord-

ship. I, thank you,
said that personal
the case went on, but he
the other side at any
convenience.

He said that the defend-
ants for a postponement till
certainly not. That
General proposed
what he do so. I have no
objection.

General then suggested
fixed by both parties,
to get the matter
not proposed, an ad-
vice was willing to leave it
until.

He observed that he was
present, he might not
attend. These two cases in
would occupy him until
there were cases going on.
He thought the case
of the Attorney General
unimportant.

I won't press it; and
it will not make use
of it. I wish to bring the
decision.

He remarked that such
by counsel in Hong-
kong General said that
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

Special Jurors were then
their seats—Messrs R.
A. Coxon, E. Mellish,
J. Adams, and O. Mackin-
ton, and Cheverton did
names.

He opened the case
reading the information
of Robert Grant Wat-
son of the terms of the
Marine Lot No. 15, as
per 1844. To the
counsel said that the
binding to "support
public quays, pits, or
other demised premises,
then put forward that
quays had been inter-
dicted premises; and he
said that the Attorney
General said that the
case in common law,
said the time for hearing.
I suppose you take it
most convenient to your
I that suit your Lord-

ship. I see a full jury
at the first convenient day
your Lord.

in the application of the
No, I won't apply,
I, my Lord.

He said that a joint appli-
cation was made to the
Court. Then we must go on
with the case.

road. In another letter, however, dated 1861
July 1867, the 250 rate was stated as agreed
upon by the lot-holders. [The Chief Jus-
tice here remarked that letters between
private gentlemen was not evidence; that
which the Attorney General relied that he
was merely bringing forward as much in-
formation as he could before the jury.]
On 27th July 1867, a further increase was
notified, viz. to 252.10.0. These rentals
had all been in point of fact, paid. Again,
there were further encroachments made
and an additional rental imposed on 31st
December 1869; and in a letter addressed
by Mr. Cleverly (of said date) to Messrs
Jardine, as agents for the Webster estate,
it was notified that a Praya in front of their
Lot No. 15 would be constructed, and
placed at the disposal of the tenant upon
payment of an increase of 222.10.0. This
offer was accepted on the 4th of January
1861; the work was executed, and the
rental was paid. The present rental was
in 1867 44. Now he (the learned coun-
sel) did not know whether the learned
counsel for the defendants meant to con-
tend that this was a release from the original
obligation, at least he had not so pleaded;
and he might say that he could not, for
a parole contract could not be overruled.
And it was not to be supposed that for a
moment the Praya would last for
999 years, so that they were compelled
to have recourse to the lease, and the ques-
tion would turn upon the original lease—
He (the learned Attorney General) would
now ask how his question had been treated
by the Government. It was singularly un-
fortunate that this question had arisen at
the present unsatisfactory state of the
finance of the Colony; because, if the claim
was maintained, it must be enforced;
but the Praya was a work, which could not
be abandoned. And if the decision went
against the Government, so urgent is the
necessity of the Praya's maintenance that
some other policy would have to be adopted
in order to save it. The Attorney General
then read a circular which was issued by
the Government, to show the way in
which H. E. endeavoured to come to terms.
He next read the Marine Lot-holders' re-
ply, and called their attention to the
various parts of the letter, as they gave a
good idea of the points at issue in the case.
The Jury would see that the question had
been under discussion for several years.
In reply to this, the Governor's letter of
19th November was forwarded; and he
would say that the tone of that document
was justified by the fact that the Marine
Lot-holders had actually an answer drawn
up before going to the Conference at all.
They would at least not fail to observe
that it was not until all hopes of a settle-
ment had disappeared, that the Government
had taken legal measures to obtain a decision
in the matter. The lot-holders entirely
repudiated their liability, and there was
consequently nothing left but legal proceed-
ings, which he was instructed to institute
in as least vindictive a manner as possible.
It was sure that the Jury were as familiar
with the facts of the case as he was; but
the issue on their verdict was, whether or
not any portion of the 142.60 was incurred
in support of a road called the Praya.
[The Chief Justice: It will all turn on the
said demised premises.]—Attorney General:
I think not, my Lord. Before they could
find a verdict for the defendants, they
must be satisfied, have to find three
facts—that no portion had been incurred
in support of the Praya; that no portion
of the 142.60 was incurred in support of
the Praya; and, 3rd, that no portion was
incurred in support of the Praya. They
had not to consider whether it was a
righteous case or not; they had simply to
consider the questions submitted to them.
And he was certain they could come to no
other conclusion than to give a verdict for the
Government. He would again have an oppor-
tunity of addressing them, and the evidence
was before them; and he would now pro-
ceed with his examination.
—W. Wilson, Esq., Surveyor General, de-
posed: I have been Surveyor General for
three years. I entered the service in 1863.
My duties continually call me to public
works. I produce the letter book of my
department. [The letters were put in
and all admitted by defendant.] I
Marine Lot 15; the property is
Webster's estate. [The property admitted by
defendant.] I produce the original sale
plan, a lease and survey of the lot, and a
renewal plan of the Praya's extension—three
together. The sale plan was used in 1842.
I had notice from the Attorney General
to produce it. The plans do not show the
exact extension.
His Lordship remarked that there had
been two extensions, but only one appeared
to be shown. It would be convenient if the
Jury could have full plans.
Witness continued: I have never had oc-
casion to make use of the said plan.
Mr. Whyte said the defendant did not ob-
ject to the plans going in, and they were
marked accordingly.
Witness continued: I recollect the two
typhoons that occurred here in September,
one about the 8th, the other about the 20th.
After the first typhoon, I inspected the
Praya, including lot 15. The road was in
such a state as to be without the typhoon,
and it, as well as the wall, was then dam-
aged to little or no extent. I inspected the
Praya after the second typhoon, and found
the whole of the parapet wall down opposite
lot 15; the coping stone was dislodged, and
I observed one stone missing, washed out;
the road had sunk behind the wall, owing
to the sea having washed through the
wall. There were several houses on the lot
15, but only one on the sea front; the whole
verandah of which had fallen down. I at-
tribute the state of the road, as distinguish-
ed from the wall, to the sea having washed
over and through the sea wall. I have not
the slightest doubt that had there been no
wall, the whole road would have been washed
away. I think that the fact of the verandah
being washed away, which penetrated the
wall, undermining the foundations of the
verandah, and probably partly to the heavy
gale that was blowing. I only conjectured that
the verandah was undermined. I had no
means of ascertaining. After inspection, I
made a report to the Acting Colonial Secre-
tary in the result of the typhoon generally,
including the effect on the Praya. I have
not a copy of my report here. I think I
mentioned the fact that the verandah on
lot 15 had fallen (report, sent to Mr. Whyte).
The report was dated 1st or 2nd Oct. I re-
ceived instructions from the Governor to
repair the sea wall opposite lot 15. In
consequence of these instructions, I caused
the road commonly called the Praya, and
the sea wall opposite lot 15, to be repaired.
These repairs took about six weeks to
complete.
His Lordship: Isn't the question, we-
re necessary for the safety of defendants

premises—is not that the real issue to be
raised?
The Attorney General: I would prefer
your lordship, to—
His Lordship: Oh! certainly.
Witness continued: The work was ne-
cessary for the preservation of the road.
In case of another typhoon, the whole of
the sea wall, without repair, might have
been washed away, and the road would
have been washed away. The money for the
work was paid by my department.
Mr. Whyte: I hope the receipt is stamped
(a laugh).
Witness: This (produced) is my certifi-
cate for the work. The word "proportion"
occurs in it. In this case I consider that
"proportion" is the actual cost of the
work. That is what I mean by the word.
The Attorney General: Suppose other
portions of the Praya had been repaired in
the same way, what would you have done?
Witness: I would have charged against
the owner of the premises the whole cost.
His Lordship: Then, if the repairs on
say the next lot had cost \$500, you would
have charged the lot holder \$500?
Witness: Yes; I have no other way of
arriving at a proportion. In some cases
the sea wall has been washed away, and I
consider that in such cases the proportion
to be paid by the tenant or lessee of the lot
would be the cost of building a new wall
in front of his lot. I mean of a marine lot.
In this case there was perhaps less damage
done than in front of any other marine lot
in the colony as far as sea wall and Praya are
concerned.
His Lordship: Then you do not contest
the sea wall with the Praya? You have
spoken of one as if it were superadded to
the other. The Praya is the road, and the
sea wall is necessary to the road, or it would
be washed away.
His Lordship: Do you agree with that
for the defence, Mr. Whyte?
Mr. Whyte: Certainly not, my Lord.
His Lordship remarked that Praya was
a foreign word and might require interpre-
tation. He requested Mr. Rosario, the
Court interpreter, to say what it meant.
Mr. Rosario replied, "a strand or beach."
His Lordship said: The case for the plain-
tiff is that the Praya or beach includes the
sea wall.
The Attorney General: Could there be a
road or Praya without the sea wall?
His Lordship: The word beach is only a
term of art. The witness said the Praya was
one thing and the sea wall another.
Witness: Yes I say so still; but the
Praya cannot exist without the sea wall.
The Attorney General: Do you know of
your own knowledge of any lot in the
construction of the sea wall for the sea
lot? His Lordship suggested the word "prac-
tice" instead of "rule." The Attorney
General adopted the suggestion, when His
Lordship hinted "custom" as the correct
thing.
The Attorney General: The Colony,
your lordship, is not understood to have
existing long enough to establish custom,
properly so called.
After some further conversation, the
question resolved itself, or rather was re-
solved in effect, into a query whether wit-
ness knew as a matter of fact instances of
persons who had constructed portions of
the sea wall as a matter of liability.
Mr. Whyte objected to the question on
two grounds. This action was brought on
leases granted long prior to Mr. Wilson's
arrival; and defendant could not be bound
by any custom that had grown up since.
Again, there was not the slightest reference
to the sea wall in the leases.
Witness in reply to the Attorney Gen-
eral produced a deed from the Crown, No
35, dated 18th September, 1844, which wit-
ness deposed was exactly to the same pur-
port as the original deed issued to defend-
ant. There is nothing (said witness) about
constructing in the original lease.
The Attorney General: What is "mak-
ing," but constructing?
Witness: I have not compared them
[the leases] together. (After having done
so): They are precisely the same.
His Lordship: They cannot be precisely
the same. Are you prepared—you are on
your oath, too—to say that both are the same
without fully examining them? Have you
read both?
Witness: No, only the clauses which I
wished to look at, and they are the same.
His Lordship remarked that he knew
there was something in one about "on the
like demised premises," and that there were
certain rights of redemption, something later
to be done that might constitute a difference.
What was the question?
The Attorney General: What was done
under the deed 1st of Sept. 1844?
His Lordship: I presume you are going
to prove a custom?
The Attorney General: No, I am not in
a position to prove custom. I withdraw this
evidence, being unwilling to encumber your
lordship's notes. (To witness): How many
leases are there with respect to marine lots
in this Colony?
Witness: I know of 8 or 10 kinds. I
cannot say how many marine lots there are.
The Surveyor's report above referred to,
was here put in without objection. His
Lordship, after perusing it, said to witness,
"I see you say the verandah on lot 15 was
blown down, not undermined." The clerk
read the portion of the report relating to
the verandah, which was said to have been
blown down, though built of solid brick and
stone work, and tied with iron rods to give
additional strength. In reply to ques-
tions witness said Messrs Jardine, Matheson
& Co. had never applied to him for a
new lease of the demised premises, and he
had never to his knowledge had any conversa-
tion about this matter with them. So far as he
knew the two leases put in were the only
ones relating to the property.
Cross-examined by Mr. Whyte: \$142.60
have been spent in repairing the damage to
the sea wall and Praya opposite lot 15 of
that amount, I think about \$20 went for
the repair of the road, and the remainder
to the sea wall.
Mr. Whyte: I understand you to say
that the road cannot exist without the sea
wall. Therefore it is the most important
part of your expenditure.
Witness: Yes; certainly it is the most
important part.
Mr. Whyte: And if the cost of repairing
the sea wall came to \$500 you would charge
it to the holder of the lot?
Witness: Yes.
The Attorney General objected to this
line of cross-examination on the ground
that the Surveyor General was the only
person between the parties to apportion the
cost, and he the amount to be paid.
His Lordship: But suppose he apportioned
some thousands of dollars? I find un-
derstand Mr. Whyte, his object is to test the

SUMMARY OF HOME NEWS.

The following are some of the most
interesting items of home and foreign
news, during the week preceding the
departure of the mail, condensed from
Mitchell's Maritime Register. We omit
many of the items given in the journals
specially published for circulation in
China.
FENIANISM.
The Fenian outrage in Clerkenwell is the
one absorbing topic of the moment. In all
parts of the Kingdom, in Dublin, in Paris,
and if the Atlantic telegraph would only
fall us, doubtless also in the chief cities in
the United States, the intelligence of the
crime has been received with expressions
of detestation and horror. It is the talk
of the passenger on the river, of the wayfarer
on the road, and of the traveller by the
rail. In street, and mart, and square, in
the court of justice and on the Exchange,
public opinion with an unanimous voice
calls upon the Government to exert the
utmost powers of the law in punishing the
wretches who could have been guilty of
planning and carrying out so diabolical
and atrocious a plot. In London, and especially
in the neighbourhood of the explosion, the
greatest indignation is expressed by all
classes of the people. At fact, nothing like
it has been witnessed for many years.
At the Cabinet Council which was held
on Thursday afternoon the whole of the
Ministers were present with the exception
of the Earl of Malmesbury. The assem-
bling of the Cabinet within a week of
Christmas Day is a most unusual occurrence,
and can be accounted for only by the sup-
position that energetic measures for dealing
with Fenianism are under the earnest con-
sideration of the Government.
Mr. Digby Seymour, Q.C., the leading
counsel for the defence of the Fenians who
were tried for the attack on the Manchester
prison-van, had addressed a letter to the
Times, pointing out the solemn and para-
mount duty of loyal Irishmen of all per-
suasions. The learned gentleman, who is
Recorder of Newcastle, asks his countrymen
of all classes, both in London and the
provinces, to merge their individual differ-
ences to declare by public meeting of formal
address their unshaken devotion to the
 Throne and the Constitution, and their
unmitigated abhorrence of the "Satanic
atrocity" which, perpetrated under the
inspiring name of Irish patriotism, has
sent a thrill of horror from one part of
the Kingdom to the other. He points out that
a panic is rapidly spreading, which if not
checked, must tend to produce calamitous
results among the industrial classes of Irish-
men resident in the various commercial
centres of England. He believes that the
vast majority of his countrymen in London
are as true as steel and as loyal as any men
in her Majesty's dominions. Still, once let
the notion get abroad that "Irish" and
"Fenians" are convertible terms, and the
consequence must be disastrous to the Irish
labourer. The English artisan will not
consent to work side by side with men sup-
posed to be committed to a diabolical policy
of secret treason and dangerous crime.
Irishmen will not be employed in our dock-
yards as long as these are manned with Fenian
fire. Nor will they be allowed to labour
in the precincts of our warehouses if the
latter are in danger from explosive com-
pounds. For these reasons the loyalty of
Irishmen in England cannot be too soon
declared.
Information has been sent before the Ad-
miralty to the effect that certain persons
whose names are given, and who are now
enrolled amongst the crews of vessels on the
home stations, have been tampered with.
They have been consequently placed under
strict surveillance; and their number being
small, they might all be arrested in an hour,
if any authentic occasion seemed to call for
such measures of precaution.
THE BIBLE SOCIETY AND THE FRENCH
EMPEROR.
At the close of last week a singular in-
cident took place at the Imperial Palace of
St. Cloud. A deputation from the British
and Foreign Bible Society, and the Paris
Conference Evangelique, waited upon the
Emperor and presented addresses express-
ing their gratitude for the liberty afforded
them of distributing copies of the Bible to
the crowds that visited the Exposition
Universelle, and for other favours and pri-
vileges which the French Government had
conferred upon them. The Earl of Shaftes-
bury, the principal spokesman of the de-
putation, thanked the Emperor in the name
of British Christians, "for the facility
which had been allowed them to circulate
the Word of God among the vast numbers
who had assembled from many countries in
the Champ de Mars;" and he congratulated
the Emperor on having done more for
religious liberty and for uniting the French
and English nations in the bonds of peace

For Sale.

For Saigon.—Per Ocean Spray, on
day, the 10th instant, at Noon.